

Ordinance No. 13-01

**AN ORDINANCE APPROVING AN AGREEMENT WITH
MITCHELL NEIN d/b/a KAT EXPRESS**

*BE IT ORDAINED BY THE SOUTH SANGAMON WATER COMMISSION, AS
FOLLOWS:*

SECTION 1: That certain Agreement between the South Sangamon Water Commission and the Mitchell Nein d/b/a KAT Express, which was signed by the General Manager on or about April 24, 2013 at the verbal direction of the Board, a copy of which is attached hereto, is hereby ratified and approved.

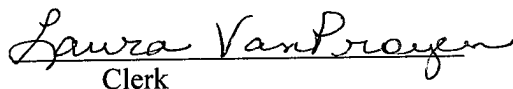
SECTION 2: The General Manager shall execute the Agreement, and Commission Attorney shall provide a copy of this Ordinance and the fully executed contract to Mitchell Nein's attorney.

SECTION 3: This Ordinance is effective immediately.

PASSED this 21st day of May, 2013.


CHAIRMAN

ATTEST:


Clerk

AYES: McCord Pfeffer Hall

NAYS: none

PASSED: 5/21/2013

APPROVED: 5/21/2013

ABSENT: none

AGREEMENT

This agreement is between the South Sangamon Water Commission ("SSWC") and Mitchell Nein d/b/a KAT Express ("KAT").

1. Description of Services

A. During the term of this agreement, KAT will load, transport and unload all of SSWC's high chloride waste generated by the SSWC water treatment plant located at 9199 Buckhart Road, Rochester, IL. Delivery and unloading will be at locations specified by the SSWC from time to time. As part of its haulage services, KAT shall monitor the level of high chloride tank at the plant at all times and will keep the tank at a safe and approved level as determined by the SSWC SCADA system.

B. The parties may also agree during the term of this agreement that KAT will haul rock salt for SSWC.

2. Term

The term of this agreement shall be April 1, 2013 through April 30, 2016.

3. Rates: For trucking high chloride waste SSWC shall pay KAT the sum of \$80.00 per hour, calculated from the time KAT arrives at the SSWC plant on any day until the time KAT delivers its last load on that same day, with no allowance for drive time to the SSWC plant or from the place of delivery to the KAT garage. This compensation includes compensation for monitoring the high chloride tank as set forth in paragraph 1A. If the parties agree that KAT will haul rock salt, SSWC shall pay KAT the following flat fees:

St. Louis Missouri metropolitan area	\$12.80 per ton
Buffalo, Iowa metropolitan area	\$20.80 per ton

4. Additional Obligations

A. During the term of this agreement, KAT will obtain and maintain insurance with the coverages and in the amounts amounts set forth in the attached ACORD form, and will provide SSWC with proof of insurance at the beginning of this agreement and annually thereafter.

B. KAT will comply with all state and federal laws and regulations pertaining to the haulage of high chloride waste and rock salt. KAT's drivers shall at all times maintain appropriate CDL and other licenses.

C. SSWC shall obtain and maintain all environmental permits necessary for the disposal of high chloride waste and contracts with entities accepting such waste.

5. Payment

KAT will total the number of hours hauling High Chloride Waste each month and submit an invoice prior to the 10th day of the month following the month trucking services were utilized, to SSWC's plant manager or other designate. SSWC will approve or disapprove payment of the

invoice at its regular monthly meeting following receipt of the invoice (currently held the third Tuesday of each month). Payment will be mailed to KAT prior to the end of the month. If any invoice is not paid when due, interest will be added to the invoice at a rate of five (5) percent per annum. In the event there is a question or conflict regarding the invoice submitted, a meeting will be scheduled between KAT and the SSWC or its designee in an attempt to resolve question or conflict prior to the regular monthly meeting. If the issue cannot be resolved, KKAT Express will attend the regular monthly meeting to discuss the issue with the SSWC Board of Commissioners.

6. Termination for Cause

Either party may terminate this agreement for cause, which shall consist of the following:

- (a) Material breach by the other party of a term of this agreement, which breach is not cured within 10 days of written demand; or
- (b) the filing by a KAT for relief under the bankruptcy laws of the United States, or the filing of an involuntary bankruptcy against KAT that is not dismissed within 90 days; or
- (c) the failure or inability of KAT to haul high chloride waste which necessitates SSWC having to arrange alternative hauling services to avoid a shutdown of the plant.

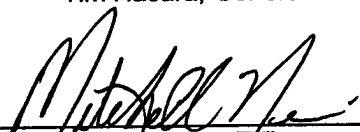
7. Miscellaneous

This is the entire Agreement between the parties with respect to its subject matter. All oral and written representations, discussions or agreements between the parties prior to the date hereof, are expressly disclaimed and superseded. This Agreement is effective upon its approval by SSWC and execution by the General Manager of SSWC and by KAT. All modifications to this Agreement shall be in writing and shall be effective only when approved by the Commission. KAT is an independent contractor and is not an agent of SSWC. This Agreement may not be assigned by KAT. This Agreement shall be governed in accordance with Illinois law and only in a court of competent jurisdiction in Sangamon County, IL.

Agreed this ____ day of April, 2013

SOUTH SANGAMON WATER COMMISSION

By: _____
Tim Hasara, General Manager



Mitchell Nein d/b/a KAT Express



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CB

DATE (MM/DD/YYYY)
04/19/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nicoud Insurance 4481 Ash Grove Road, PO 13078 Springfield, IL 62781-3078 Thomas J. Kavanagh	217-546-6900	CONTACT NAME:	
	217-546-7034	PHONE (A/C, No, Ext):	FAX (A/C, No):
		EMAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	SOUTH-7
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED ABC Company 123 Sample Street Springfield, IL 627	INSURER A: XYZ Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD (SUBR) INSR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	GL123456789	05/01/13	06/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/ AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA123456789	05/01/13	05/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$		UMB123456789	06/01/13	05/01/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC123456789	05/01/13	05/01/14	WC STATU-TORY LIMITS OTH-ER EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
South Sangamon Water Commission is named as additional insured under the General Liability using ISO form CG2010 1185 (or an endorsement providing equivalent coverage) on a primary-noncontributory basis with a Waiver of Subrogation on the General Liability, Workers Compensation, Auto Liability and Umbrella Liability.

CERTIFICATE HOLDER South Sangamon Water Commission P O Box 83 New Berlin, IL 62670	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)


I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 13- 01 adopted by the Commission on the 21st day of ~~April~~^{May}, 2013, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN AGREEMENT WITH
MITCHELL NEIN d/b/a KAT EXPRESS**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Commission, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 21st day of ~~April~~^{May}, 2013.


Clerk